

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT GREENEVILLE, TENNESSEE

ECOQUEST INTERNATIONAL,
INC.,

Plaintiff,

v.

LARISA AGABEKYAN; IRINA
MATUSOVSKI; JILA SANANDAJI;
MARIA SILVANSKAYA; BEHNAM
SHAHRAMZAD; YULIYA
VDOVICHENKO; BARGAIN TOGO;
GEORGIS AGABEKYAN; ROBERT
SEFARADI; MAXWELL STARKSKY;
IRINA PORUCHIKOV; RUSSEL
CHASTY; WALLEY CARPENTAR;
LATICA BUZA; and SAL PARKER,

Defendants.

Civil Action No. 2:05CV95

ORDER FOR DECLARATORY RELIEF, FOR PERMANENT INJUNCTIVE RELIEF,
AND OF DISMISSAL AS TO DEFENDANTS LARISA AGABEKYAN, IRINA
MATUSOVSKI, YULIYA VDOVICHENKO, AND GEORGIS AGABEKYAN

This matter came before the Court upon the Joint Stipulation for entry of an Order for Declaratory Relief, for Permanent Injunctive Relief, and of Dismissal as to Defendants Larisa Agabekyan, Irina Matusovski, Yuliya Vdovichenko, and Georgis Agabekyan ("Defendants"). It is, therefore, ORDERED, ADJUDGED, and DECREED as follows:

1. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from selling, marketing, advertising,

supplying, or distributing in any manner, including on the internet or eBay and any other auction sites, directly or indirectly, any EcoQuest products or services or any products that bear any of EcoQuest's trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

2. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from aiding, assisting, helping, promoting, encouraging, supporting, or facilitating, either directly or indirectly, any individual, corporation, organization, or any other entity in selling, marketing, advertising, supplying, or distributing in any manner, including on the internet or eBay and any other auction sites, directly or indirectly, any EcoQuest products or services or any products that bear any of EcoQuest's trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

3. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from using, advertising, or displaying on any medium, including the internet, directly or indirectly, any EcoQuest trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine,"

"Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

4. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from aiding, assisting, helping, promoting, encouraging, supporting, or facilitating, either directly or indirectly, any individual, corporation, organization, or any other entity in using, advertising, or displaying on any medium, including the internet, any EcoQuest trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

5. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from applying, directly or indirectly, or attempting to become an authorized dealer of EcoQuest products and services.

6. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby permanently enjoined from advertising or representing, directly or indirectly, that they are an authorized dealer of EcoQuest products and services, that they are affiliated with EcoQuest in any way, or that they represent EcoQuest in any manner.

7. Defendants, their heirs, assigns, successors, agents, employees, and representatives are hereby ordered to remove immediately any and all internet websites and pages, or entries or notations therein, in which Defendants have an ownership interest or have control over that offers for sale, markets, advertises, or references in any manner any EcoQuest products or services; any products that bear any of EcoQuest's trademarks; or any of EcoQuest's trademarks, including, but not limited to, "Living Air," "Living Water," "EcoQuest," "Alpine," "Alpine Living Peak," "Living Air Classic," "Living Air Flair," "Living Eagle," "Living Air Breeze," and "Salon Aire," or any trademarks, service marks, trade names, copyrights, designs, logos, or domain names confusingly similar to any and all of EcoQuest's trademarks.

8. The injunctive provisions of this Order are immediately binding upon Defendants, their heirs, assigns, successors, agents, employees, and representatives without exception.

9. All remaining claims by Plaintiff against Defendants in this case are hereby dismissed with prejudice.

SO ORDERED:

s/J. RONNIE GREER
UNITED STATES DISTRICT JUDGE